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04/30/09

REQUEST FOR PROPOSAL

Notice to Prospective Proposers for a Statewide Outreach Plan for the Voters FIRST Act

Fiscal Year's 2008–09 and 2009–10

April 30, 2009

You are invited to review and respond to this Request for Proposal (RFP), entitled Statewide Outreach Plan for the Voters FIRST Act, RFP #2009-02, for fiscal years ending June 30, 2009 and June 30, 2010.

Prospective contractors interested in responding to this RFP are encouraged to submit a postcard or brief letter indicating their interest and providing the firm's name and address. This postcard/letter should be sent to the attention of Margarita Fernandez at the California State Auditor's Office by **May 5, 2009**. Submitting the postcard/letter will ensure that your firm/team receives supplemental or updated information that might be released subsequent to the California State Auditor's formal issuance of the RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed at <http://www.documents.dgs.ca.gov/ols/cc-307.doc>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California State Auditor, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Margarita Fernandez
California State Auditor's Office
916-445-0255
E-mail: margaritaf@bsa.ca.gov

Please note that no verbal information given will be binding upon the California State Auditor unless such information is issued in writing as an official addendum.

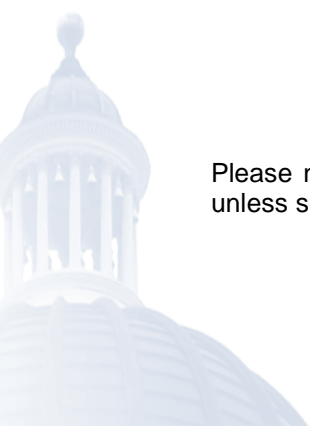


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KEY DATES

Listed below are the important dates and times by which the actions must be taken or completed. If the California State Auditor finds it necessary to change any of these dates, it will be accomplished by addendum.

<i>Action</i>	<i>Time</i>	<i>Date</i>
1. Release of RFP	4:30 p.m.	4/30/2009
2. Intent to Bid Postcard/Letter	5 p.m.	5/5/2009
3. Questions Due	5 p.m.	5/7/2009
4. Responses to Questions	5 p.m.	5/11/2009
5. Proposals Due	4 p.m.	5/15/2009
6. Opening of Proposals	4:30 p.m.	5/15/2009
7. Tentative Award of Contract	TBD	TBD
8. Contract Award and Execution	TBD	TBD

Section I

REQUEST FOR PROPOSAL— STATEWIDE OUTREACH PLAN FOR THE VOTERS FIRST ACT

The State of California, through the California State Auditor, requests proposals to be submitted for the following purpose and in accordance with each of the following terms and conditions:

1. PURPOSE

In this Request for Proposal (RFP), the California State Auditor solicits qualified bidders who will be available to provide an effective and inclusive outreach campaign that can reach all registered voters in California as required by the Voters FIRST Act (act), Section 8252 (a) (1). Contingent upon successful negotiation of a contract, the contractor selected will work with the California State Auditor's office to develop and implement a public outreach plan that explains the process for becoming a commissioner on the Citizens Redistricting Commission (commission), as described in detail below. The commission will be responsible for drawing new district lines for the State Senate, Assembly, and Board of Equalization.

2. BACKGROUND AND SCOPE OF WORK

The act requires that the California State Auditor initiate an application process by January 1, 2010, and every 10 years after that date for the selection of members of the commission. More specifically, the act requires: "By January 1, 2010, and in each year ending in the number zero thereafter, the State Auditor shall initiate an application process, open to all registered California voters in a manner that promotes a diverse and qualified applicant pool." Also, the act contemplates the availability of "adequate funding for a statewide outreach program to solicit broad public participation in the redistricting process." However, at this point, the California State Auditor has not received any funding for a statewide outreach program.

The California State Auditor is contemplating a contract for outreach services. Each proposal to provide outreach services should include a detailed plan for the most economical level of services that each contractor believes is necessary to provide a basic level of outreach to the State's eligible voters, including, but not limited to, voters in underserved communities, to make such voters aware of the opportunity to serve on the commission. In addition, each contractor is encouraged to provide one enhanced version to their basic level of outreach for the provision of services that the contractor believes would significantly increase outreach to voters at a reasonable cost. The proposal for additional, enhanced services should also be provided with a level of technical and cost detail that is sufficient to allow that service to be selected individually in an "a la carte" fashion. The proposal should set forth further an explanation of the overall approach including how each

proposed outreach service will enhance outreach to voters in the most inclusive manner possible. An outreach timeline that considers the timelines established by the act and includes specific dates for various elements of the outreach plan should also be included in the proposal. The timeline should demonstrate the broad outreach that can be achieved through the implementation of the proposal.

In preparation for submitting a proposal in response to this RFP, interested parties are encouraged to read the act. Additional information regarding the California State Auditor's implementation of the Voters act can be accessed through the California State Auditor's Web-site located at <http://www.bsa.ca.gov>.

3. Other Considerations

Selection:

Proposals submitted in response to this RFP will be evaluated by the California State Auditor to determine compliance with the intent of the act and for cost effectiveness and adequacy - that is the most qualified and economical prospective contractor to enter into a contract with to provide outreach services - as described in more detail in the scope of work section.

Terms:

All terms of an offer, including price, are subject to negotiation by the California State Auditor. The California State Auditor expressly reserves the right to continue to perform all outreach services required for the selection of commissioners if, in her sole discretion, the California State Auditor determines that it would be more effective and efficient to do so, considering price and other factors.

Travel:

Contractors are expected to cover all travel expenses associated with their proposal. The California State Auditor will only pay for travel expenses incurred because of a specific request made by this office that is outside the scope of the proposal. Any such request must have prior approval from the California State Auditor.

Qualifications and Experience:

The contractor must have demonstrated knowledge in the marketing techniques that are proposed to achieve the goal as stated in the scope of work section. References must be included in the proposal.

Contract Subject to Appropriation:

Payment under the contract will be subject to appropriation of sufficient funds to the California State Auditor to cover the costs of the services described in this RFP.

4. RESPONSIBILITIES AND DELIVERABLES

California State Auditor Responsibilities:

The California State Auditor will be responsible for the following aspects of the outreach process associated with the commission:

- Consulting with the contractor on the content of the messages delivered.
- Final approval of the messages used for outreach.
- Final approval of each phase of the contractor's outreach plan including all media presentations regardless of the type of media used.
- Performing ongoing reviews of the contractor's deliverables including the timing of the deliverables.

Contractor Responsibilities:

The contractor will be responsible for all aspects of the outreach plan, as stated in the contract including, but not limited to, the following:

- Consulting with the California State Auditor during all stages of outreach.
- Achieving approval of plans and content of messages.

Monitoring and Coordinating Work:

To monitor the contract and coordinate the audit work:

- The California State Auditor will review and approve all aspects of contractor's outreach plan. This will include, but not be limited to, approval of the content of any messages used, as discussed above. The California State Auditor will work with contractor to identify specific dates for its approval of the contractor's deliverables and for contractor's implementation of various aspects of the outreach plan. An outreach timeline that includes specific dates for various elements of the outreach plan should be included in the proposal.
- The contractor shall provide the California State Auditor with written monthly invoices, and progress reports in the form and content to be determined by the California State Auditor.
- The contractor must adhere to the following milestones:

Milestones	Date
Outreach begins	Summer/Fall 2009
The California State Auditor shall initiate application process	January 1, 2010
Application period ends	January-February (tentative)

The California State Auditor shall (by no later than this date) publicize the names in the applicant pool	August 1, 2010
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Section II

Proposal Requirements and Information

1. TIME SCHEDULE

All prospective contractors are hereby advised of the following schedule and will be expected to adhere to the required dates and times.

Event	Time	Date
Release of RFP	4:30 p.m.	4/30/2009
Intent to Bid Postcard/Letter	5 p.m.	5/5/2009
Written Questions Submittal Deadline	5 p.m.	5/7/2009
Response to Questions	5 p.m.	5/11/2009
Final Date for Proposal Submission	4 p.m.	5/15/2009
Opening of Proposals	4:30 p.m.	5/15/2009
Evaluation Completed	12 p.m.	5/19/2009
Intent to Award Notice posted*	9 a.m.	5/21/2009
Agreement Award		TBD
Contract approved and signed		TBD
Contract work starts		TBD

* The proposal and the Intent to Award Notice will be posted on the California State Auditor's Web-site located at <http://bsa.ca.gov>.

2. DUE DATE

TIME IS OF THE ESSENCE. Proposals must be submitted and received not later than **4 p.m. on May 15, 2009**, and shall be delivered via Federal Express or other similar delivery service. Late proposals will not be accepted without exceptional cause and the express written permission of the California State Auditor.

3. ADDRESS

Proposals shall be sent in a sealed envelope, clearly marked "**Response to RFP No. 2009-02**" and addressed to:

California State Auditor's Office, Attention: Margarita Fernandez
555 Capitol Mall, Suite 300
Sacramento, California 95814

4. QUESTIONS

Prospective contractors requiring clarification or further information on the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting questions with a cover page clearly marked "**Questions Relating to RFP No. 2009-02**" via fax to (916) 323-0913 or mail to:

California State Auditor's Office, Attention: Margarita Fernandez
Questions Relating to **RFP No. 2009-01**
555 Capitol Mall, Suite 300
Sacramento, California 95814

To ensure a response, questions must be received in writing by 5 p.m., **May 7, 2009**. Question and answer sets will be provided to all prospective contractors without identifying the submitters.

If disclosing questions regarding a proposal to other prospective contractors would compromise proprietary information, a prospective contractor may seek clarification or further information on the content of the RFP by marking the question packet "CONFIDENTIAL" and submitting questions as described above. The prospective contractor must explain why his/her questions are sensitive in nature. If the California State Auditor concurs that disclosure of the question or answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be kept in confidence. If the California State Auditor does not concur with the proprietary aspect of a question, the question will not be answered in this manner and the prospective contractor will be so notified.

5. COPIES

The prospective contractor should submit six (6) legible copies of its proposal. The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.

6. FORMAT OF PROPOSALS

The proposals must be all inclusive, as described in Paragraph 10 of Section II of this RFP. Each proposal should be submitted in sealed envelopes and should contain the full proposal including a technical merit and cost section. Both sections will be evaluated at the same time.

7. MINIMUM CONTENTS OF PROPOSAL

At the sole discretion of the California State Auditor, a proposal may be eliminated from consideration if it fails to contain each of the following provisions or to provide a justification satisfactory to the California State Auditor for its exclusion:

- a. Identification of the prospective contractor, including the name of the firm submitting the proposal, its mailing address, telephone number, and contact if further information is desired.

- b. Management.

Identification by name of the lead personnel the contractor proposes to assign to the engagement. Contract terms will not permit substitution of lead personnel without prior written approval of the California State Auditor.

- c. Personnel.

- For each individual that the prospective contractor proposes to assign to the engagement (excluding administrative support), the contractor should provide a summary of similar work or studies performed, a resume, and a statement indicating his/her planned responsibilities under the contract. Any limiting factors on the availability of these individuals should be identified. Staff assigned to the engagement must have experience and expertise in performing the activities assigned to them.
- Former employees of the California State Auditor may not work on any California State Auditor contract project within one year of termination. The California State Auditor, in her sole discretion, reserves the right to reject any individual proposed or assigned to the engagement.

- d. Related experience.

Prospective contractors shall provide the California State Auditor with a listing of media related projects similar to the plan requested in this RFP. Specifically, the list must include three examples of engagements in which the contractor conducted a similar engagement. The listing should include:

- Title of the project;
- Name of the entity;
- Brief description of the project; and
- Name and telephone number of the entity's contracting officer.

By furnishing this information, the prospective contractor gives permission to the California State Auditor to contact these entities regarding the prospective contractor's past performance.

If the firm is newly organized, a listing of projects completed by lead personnel during previous employment may be acceptable. Moreover, if the contractor is a joint venture, the experience of the members of the joint venture may be combined.

e. Subcontracts.

The prospective contractor should list any prospective subcontractors it plans to use in performing the work, including a listing of the individuals the subcontractor proposes to assign to the engagement, in accordance with Subparagraph (b) and (c) of this Paragraph. The California State Auditor, in her sole discretion, reserves the right to reject subcontractors proposed by the contractor.

The California State Auditor, in her sole discretion, reserves the right to reject the services of media outlets proposed by the contractor.

f. Methodology.

The proposal shall include a description of the prospective contractor's overall approach to providing the services described in Section I of this RFP including a timeline for both the basic and enhanced outreach plans.

The overall approach for both the basic and enhanced plans for each proposal will be scored on the quality of approach and methods employed to provide outreach. The plans should, at a minimum, address the following elements: messaging, earned and/or paid media, social networking, community outreach, translation services, and project management.

Additional scoring elements for technical merit include other proposed services beyond the elements listed above, the cost/value effectiveness of the proposed services, and the cost adequacy of the proposed services. Other proposed services are characterized as innovative, cost-effective outreach efforts.

g. Cost.

The proposal shall include a detailed quotation of charges for the services provided including any charges that would be charged to the California State Auditor. The charges must provide the following level of detail:

- A specific description of each task to be performed, both for the basic plan and the enhanced plan, that corresponds to the tasks to be performed in the technical narrative of the proposal.
- A cost line for each task that details who will perform the task, the primary contractor or a sub-contractor, the frequency of the task, the total number of hours for the task, when applicable, and the total costs associated with the task. With regards to the frequency of a task, if the task is ongoing such as

an administrative function, state as such. If the task is to be recurring, such as a series of meetings or workshops, state the number of times that the function will occur based on the cost estimate.

The California State Auditor will pay only for services provided at the rates stated in Attachment B, paragraph 4(c) and for actual expenses incurred that the California State Auditor has agreed to pay prior to the expenditure. Travel conducted at the specific request of the California State Auditor that is outside the scope of the contract must have written prior approval.

h. Preference for Small Businesses.

The proposal should include a statement indicating whether or not the firm claims a small business preference. Any such claim should be documented in the proposal using Attachment E.

If a firm qualifies for this Small Business Preference, the California State Auditor will calculate the award as stated in the Review Process and Criteria Section, #10, below.

i. Participation Goals.

Prospective contractors should comply with state contract participation requirements. Attachment E describes these requirements in more detail.

8. OTHER CONTENTS OF PROPOSAL

The prospective contractor may include any relevant information and pertinent exhibits in the proposal. Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation letter. Emphasis should be on conformance to the instructions and responsiveness to the requirements described herein, and on completeness and clarity of content.

In preparing the proposal, prospective contractors should take into account the requirements of each attachment described in Paragraph 15 of this Section II.

Proposals must be complete in all respects and submitted by dates and times shown in Section II, Item 1 of this RFP. A proposal may, in the sole discretion of the California State Auditor, be rejected if it is conditional, incomplete, or it contains any alterations of form or other irregularities.

9. CONFIDENTIALITY

The Contractor and each of the contractor's employees or agents assigned to the contract will be required to execute a confidentiality agreement (see attachment C).

10. REVIEW PROCESS AND CRITERIA

Subject to paragraphs 7, 8, and 13 of this Section II, the California State Auditor will select the successful contractor on the basis of both merit and cost, with a preference of 5 percent given to qualified small businesses as calculated below. An evaluation committee will review both the technical merit and cost merit sections at the same time. The merit of each proposal will be assessed using the following criteria:

<i>Criteria for Evaluating Merit of Proposals</i>	<i>Maximum Points</i>
Technical Aspects of Proposal:	56
Quality of approach and methodology: Basic Plan *	
Quality of approach and methodology: Enhanced Plan *	
Clarity and succinctness of proposal	
Organizational Capabilities:	24
Demonstrated ability to successfully perform statewide media outreach	
Qualifications and experience of management and lead staff to be assigned to the project	
Related organizational experience	
Cost of Proposed Services: **	20
TOTAL	<u>100</u>

* See subparagraph (f) of paragraph 7 of this RFP for further detail on expected elements of the proposed outreach plan.

** See subparagraph (g) of paragraph 7 of this RFP for additional detail on costs.

All costs for proposed services will be calculated using the following formula. The lowest cost proposal for an eligible proposal will be awarded the maximum cost points. Each proposal that is not the lowest cost proposal will be compared to the lowest proposal. The percentage difference between the lowest cost proposal and each of the remaining proposals will become the factor for each proposal that is not the lowest cost proposal. (i.e. Lowest cost proposal is \$75,000. Another proposal is \$100,000. The factor is .75. The lowest cost proposal is 75 percent of the other proposal.) That factor will then be multiplied by the cost points awarded in the RFP for the proposed services.

To determine the total proposal points, the California State Auditor may apply a statistical averaging method to scores submitted by an evaluation committee. After the total proposal points are determined, an adjustment will be made to any proposal claiming a valid Small Business Preference (SBP). The SBP is calculated as five percent (5%) of the highest responsible bidder's score. The additional SBP points are added to the scores of those proposals qualifying for a SBP to determine the total awarded points. The highest, total awarded points will determine the final award for the proposal.

Please note, if no proposals are received containing bids offering a price, which in the opinion of the California State Auditor is a reasonable price, the California State Auditor is not required to award an agreement.

During the evaluation and selection process, the California State Auditor may request the presence of a prospective contractor's representative for answering specific questions, orally and/or in writing. If discrepancies between sections or other errors are found in a final proposal, the California State Auditor may reject the proposal; however, the California State Auditor, may, in her sole discretion, retain the proposal and correct any arithmetic or transposition errors in price or quantity. The California State Auditor will notify all prospective contractors of her decision to award the contract.

11. NOTICE OF INTENT TO AWARD

The California State Auditor will notify all prospective contractors of her tentative decision to award the contract. Within five days after the notification is sent by the California State Auditor, any person or firm that has submitted a proposal can protest the tentative award of the contract to another party by submitting the grounds for the protest to the California State Auditor. The California State Auditor will make a final award of the contract if she determines that the grounds for the protest are invalid.

If the California State Auditor determines that the grounds for the protest are valid, the California State Auditor will notify all prospective contractors of the tentative change in the award of the contract. The procedure described in the previous paragraph will then again be followed.

12. RIGHT TO REJECT ANY OR ALL PROPOSALS

The policy of the California State Auditor is to solicit proposals with a bona fide intention to award a contract. The California State Auditor, in her sole discretion, may reject any and all bids submitted in response to this RFP, without regard to the cost or quality of the proposal, or other considerations upon determination that it is in the best interest of the State to do so.

13. MODIFICATION OR WITHDRAWAL OF PROPOSALS

Any proposal that the California State Auditor receives before the date set for receipt of proposals may be withdrawn or modified by written request of the prospective contractor. However, to be considered, the modified proposal must be received by the deadline set for receipt of original proposals.

14. MODIFICATION OR AMENDMENT OF THIS REQUEST

This request may be modified at any time prior to the time set for receipt of proposals and thereafter as long as no proposal has been opened. Upon any such modification, all prospective contractors will be notified, and any person or firm who has expressly requested such notice in writing will also be notified. However, persons or firms who have been invited to propose, but who have not indicated their interest in writing, may not be notified of such changes at the discretion of the California State Auditor.

15. INCORPORATION OF ATTACHMENTS

This RFP consists of 33 pages and contains the following attachments, which are hereby incorporated into this proposal by reference:

Attachment A	State of California Standard Agreement Form
Attachment B	General Terms and Conditions
Attachment C	Confidentiality/Nondisclosure Agreement
Attachment D	Certification of Special Terms and Conditions
Attachment E	Small Business and Disabled Veteran Business Enterprise Participation Requirement and Forms
Attachment F	Required Attachment Checklist

16. ACCEPTANCE

Proposals to this request by prospective contractors constitute an express acceptance of all provisions of this RFP, including all attachments, exhibits, and schedules.

17. PUBLIC DISCLOSURE OF PROPOSAL

All proposals will become property of the State of California and will, along with the summaries of evaluations, be available to the public for review after the contract is awarded. Proprietary information in the proposals will remain confidential as permitted by law. To prevent its release to the public, the contractor must indicate what information in the proposal is proprietary, with citation to the relevant provisions of law exempting or precluding that information from public disclosure.

Attachment A

Standard Agreement Form

STATE OF CALIFORNIA

STANDARD AGREEMENT — APPROVED BY THE
ATTORNEY GENERAL
STD. 2 (REV. 5-91)

CONTRACT NUMBER	AM. NO.
TAXPAYER'S FEDERAL EMPLOYER IDENTIFICATION NUMBER	

THIS AGREEMENT, made and entered into this _____ day of _____, 2001,
in the State of California, by and between State of California, through its duly elected or appointed, qualified and acting

TITLE OF OFFICER ACTING FOR STATE

AGENCY

CONTRACTOR'S NAME

, hereafter called the State, and

, hereafter called the Contractor.

WITNESSETH: That the Contractor for and in consideration of the covenants, conditions, agreements, and stipulations of the State hereinafter expressed, does hereby agree to furnish to the State services and materials as follows: *(Set forth service to be rendered by Contractor, amount to be paid Contractor, time for performance or completion, and attach plans and specifications, if any.)*

CONTINUED ON _____ SHEETS, EACH BEARING NAME OF CONTRACTOR AND CONTRACT NUMBER.

The provisions on the reverse side hereof constitute a part of this agreement.

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto, upon the date first above written.

STATE OF CALIFORNIA		CONTRACTOR			
AGENCY		CONTRACTOR (If other than an individual, state whether a corporation, partnership, etc.)			
BY (AUTHORIZED SIGNATURE) ▷		BY (AUTHORIZED SIGNATURE) ▷			
PRINTED NAME OF PERSON SIGNING		PRINTED NAME AND TITLE OF PERSON SIGNING			
TITLE		ADDRESS			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ TOTAL AMOUNT ENCUMBERED TO DATE \$	PROGRAM/CATEGORY (CODE AND TITLE)		FUND TITLE		Department of General Services Use Only
	(OPTIONAL USE)				
	ITEM	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE)					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.					
SIGNATURE OF ACCOUNTING OFFICER ▷		T.B.A. NO.		B.R. NO.	
		DATE			

☐ CONTRACTOR ☐ STATE AGENCY ☐ DEPT. OF GEN. SER. ☐ CONTROLLER ☐

Attachment B

General Terms and Conditions

1. **PURPOSE**_____ (See Section II of this RFP).
2. **TERM**_____ (See Section II of this RFP).
3. **DESCRIPTION OF SERVICES**_____ (See Sections I and II of this RFP).
4. **AMOUNT PAYABLE**

The total amount payable under this Agreement may not exceed _____ and is payable as follows:

- (a) The State shall pay the contractor for the services actually performed under this Agreement in accordance with the outreach plan attached hereto in an amount not to exceed ____ (as negotiated with selected contractor).
- (b) The contractor shall be responsible for all travel expenses and all out-of-pocket expenses attached to the services that are to be provided under the terms of this contract.
- (c) The State shall pay the Contractor for travel and living expenses included in the services provided in this contract, as documented by the Contractor in the manner prescribed by the State. Any travel reimbursed by the State Auditor must be at the state rate. Reimbursement shall be made as follows:
 - (i) Airfare: commercial carrier coach fare rate, supported by a receipt.
 - (ii) Other transportation: actual, reasonable expense, supported by a receipt.
 - (iii) Living expense: actual expenses, not to exceed maximum state employee reimbursement rates for non-represented employees, to be claimed and computed in accordance with the Department of Personnel Administration regulations in effect when the expenses are incurred.
- (d) The State shall reimburse Contractor for Contractor's actual out-of-pocket expenses. Contractor shall not charge the State any overhead or cost of advancing funds in connection with these expenses. All reimbursable expenses shall be supported by

documentation at the time of billing, unless otherwise agreed to by the BSA prior to the expenditure. Reimbursable out-of-pocket expenses shall include, but not be limited to:

- (i) Postage
 - (ii) Messenger and courier service
 - (iii) In-house document reproduction at a rate not to exceed \$0.10 per page. The billing statement shall contain a general description of documents copied, purpose, and number of copies made.
 - (iv) Long-distance telephone charges as they appear on the Contractor's bill (i.e., without markup) incurred in performance under this Agreement.
 - (v) Outgoing facsimile at a rate not to exceed \$0.25 per page, inclusive of long-distance charges
- (e) The consideration to be paid to the Contractor, as provided herein, is in compensation for all of the Contractor's expenses incurred in performance under this Agreement, including travel and living expenses.
- (f) The State may withhold an amount equal to ten percent (10%) of the amount claimed on each invoice submitted by the Contractor. The amounts withheld shall be paid by the State upon successful completion of the last phase of the outreach plan, acceptance of the project completion by the State, and a determination by the State that Contractor has complied with Paragraph 9 of these General Terms and Conditions.
- (g) The State shall make payment to the Contractor, as promptly as fiscal procedures permit, for services performed under this Agreement in accordance with applicable completion criteria and in accordance with the invoices submitted by the Contractor. The State's obligation to pay any amounts due under this Agreement is contingent upon the appropriation and approval of funds for that purpose. That payment is subject to Paragraph 15 of these General Terms and Conditions.
- (h) The Contractor, when billing the State for services under this Agreement, shall itemize the dates and description of the services performed, and shall identify specifically the individual or entity performing those services.
- (i) It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services contemplated by the Agreement, as determined by the California State Auditor, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of the Agreement.

5. CONTRACTOR PERSONNEL

- (a) The Contractor, and the agents, employees, and subcontractors of the Contractor, shall act in the performance of this Agreement, in an independent capacity and not as officers, employees, or agents of the State.
- (b) Subject to Subparagraph (a) of this Paragraph 2, the Contractor shall ensure that its employees and agents, whenever performing services on the California State Auditor's premises or other premises of the State, observe all reasonable instructions and directions issued by the California State Auditor.
- (c) The individuals named in the Agreement are essential to the services to be performed by the Contractor pursuant to this Agreement. Should any of those individuals no longer be employed by the Contractor, or no longer be assigned by the Contractor to the performance of those services during the term of this Agreement, for whatever reason, the Contractor shall notify the State immediately in writing and the State shall consult promptly on a replacement. If the State indicates in writing to the Contractor that the proposed replacement is not satisfactory, the State may terminate this Agreement immediately by written notice to the Contractor and shall pay the Contractor for all work completed prior to the termination. Payment of the subcontractors identified in _____ shall be the exclusive responsibility of the Contractor.
- (d) Nothing contained in this Agreement or otherwise shall create any contractual relationship between the State and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the California State Auditor's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

6. PROJECT COORDINATOR

_____ is the designated Project Coordinator under this Agreement. The State may change the Project Coordinator at any time by submitting to the Contractor a notice of change signed by the California State Auditor. _____ is the designated Project Coordinator for the Contractor. _____, on behalf of the Contractor, shall be responsible for coordinating with the California State Auditor on all outreach services provided under this Agreement.

7. BUSINESS SERVICES COORDINATOR

_____ is the designated Business Services Coordinator. Any questions regarding travel, reimbursements, billing, or other similar questions should be directed to _____. _____ is the designated Business Services Coordinator for the Contractor.

8. CONFIDENTIALITY OF INFORMATION

- (a) The records, documents, or information used in support of the outreach plan and any work conducted by the Contractor pursuant to this Agreement are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. The Contractor is required by this Agreement to obtain approval of plans and content of messages. Messages used for outreach shall not be publicly released without the prior approval of the California State Auditor. In providing that protection, the Contractor shall comply with this Agreement and any other reasonable procedural requirements of the State that are provided in writing to the Contractor.
- (b) Except as required by law or legal process, the Contractor shall not publicly disclose or release messages to the public without prior approval from the California State Auditor. Permission to disclose any information regarding the outreach plan on one occasion on behalf of the California State Auditor or to give testimony at a public hearing relating to the outreach plan shall not authorize the Contractor to further disclose information on any other occasion on behalf of the California State Auditor.
- (c) The Contractor has reviewed and understands and agrees to be bound by the provisions of the Confidentiality Agreement which is attached as _____. Contractor agrees that each individual assigned by Contractor to perform services under this Agreement shall sign the Confidentiality/Nondisclosure Acknowledgement Form prior to performing those services, which is attached hereto as _____.

9. RECORD RETENTION

- (a) All the records, documents, or information used in support of the outreach plan and any work conducted by the Contractor pursuant to this Agreement shall be delivered to and shall become the exclusive property of the California State Auditor. The Contractor may retain copies of such documents to the extent required by professional standards or Contractor policy.
- (b) Not later than 14 days following the completion of consulting services by the Contractor under this Agreement, the Contractor shall return all such writings to the State. Notwithstanding the foregoing, the Contractor may retain copies of any such writings to the extent required by professional standards or Contractor policy.

10. RIGHTS IN DATA

The ideas, concepts, know-how, or techniques relating to the subject matter of the outreach plan, developed during the course of this Agreement by the Contractor or jointly by the Contractor and the State can be used by either party in any way it may deem appropriate.

All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this Agreement shall be the property of the State. The State agrees to grant a nonexclusive royalty-free license for any such invention, discovery, or improvement to the Contractor or any other such person and further agrees that the

Contractor or any other such person may sublicense additional persons on the same royalty-free basis.

This Agreement shall not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials which might be delivered to the State pursuant to this agreement. Pursuant to this Agreement, all preexisting intellectual property, copyrights, trademarks and products held by the Contractor shall be the sole property of the Contractor.

11. STATE PERSONNEL

The Contractor will not be permitted to use State personnel for performing services that are the responsibility of the Contractor unless that use is previously agreed to in writing by the Project Coordinator, and any appropriate adjustment in price is made. No charge will be made to the Contractor for the services of state employees while performing, coordinating, or monitoring functions.

12. ASSIGNMENT

The Contractor may not transfer by assignment, subcontract, or novation the performance of this Agreement or any part thereof except with the prior written approval of the State as to each such assignment, subcontract, or novation.

13. AMENDMENT OF AGREEMENT

This Agreement may be amended by mutual consent of the State and the Contractor. An alteration of or variation from the terms of this Agreement is not valid unless made in writing and signed by the parties of this Agreement.

14. NOTICE

- (a) Notice to either party may be given by certified mail properly addressed. Postage must be fully prepaid to the address beneath the name of each respective party. That notice shall be effective when received as indicated by post office records or, if deemed undeliverable by post office, that notice shall be effective nevertheless 15 days after mailing.
- (b) Alternatively, notice may be given by personal delivery by any means whatsoever to the party at the address designated. That notice shall be deemed effective when delivered unless a legal holiday for state offices commences during said 24-hour period, in which case the effective time of the notice shall be postponed 24 hours for each intervening day.
- (c) For the above purposes, the California State Auditor's address:

California State Auditor
555 Capitol Mall, Suite 300
Sacramento, California 95814

- (d) For the above purposes, the Contractor's address is:

15. TERMINATION

- (a) The State may terminate this Agreement if it becomes necessary to end the outreach plan prior to its conclusion, upon giving a 3-day advance notice in writing to the Contractor, as appropriate, in the manner herein specified. In that event, the Contractor agrees to use all reasonable efforts to mitigate any expenses or obligations hereunder.
- (b) In the event of termination, the State shall, subject to the appropriation and the availability of funds for that purpose, pay the Contractor for all satisfactory services rendered prior to notice of termination and for all expenses incurred by the Contractor prior to termination that are not included in charges for service rendered prior to termination and that could not have been avoided by reasonable efforts of the Contractor.
- (c) The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor in accordance with Subparagraph (b) of this Paragraph 15.

16. COVENANT AGAINST GRATUITIES

The Contractor warrants by signing hereon that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the Contractor, or by any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, the State may terminate this Agreement immediately, either in whole or in part, and any loss or damage sustained by the State in procuring on the open market any items that the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the State provided in this Paragraph 16 are not exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

17. CONFLICT OF INTEREST/INDEPENDENCE DISCLOSURE REQUIREMENTS

- (a) Pursuant to the Conflict of Interest Code for the California State Auditor formulated under the Political Reform Act of 1974, California Government Code Sections 81000 et seq., the California State Auditor includes consultants contracted with the California

State Auditor within the list of designated employees required to complete a Statement of Economic Interest (Form 700), unless upon a determination by the California State Auditor that the range of duties that the consultant is required to perform are limited in scope and, thus, not required to fully comply with the disclosure requirements. Pursuant to this policy, the California State Auditor may require any individual performing services under this Agreement to complete Form 700 and submit it to the California State Auditor not less than 30 days from the date of this Agreement, or at the request of the California State Auditor, whichever is later. Initially, each individual designated in this agreement as serving on the project lead team shall submit Form 700, and, as assigned, other individuals providing consulting service may be required to complete Form 700, depending on their duties. In addition, if during the course of this contract and after the Form 700 is submitted, any such individual becomes aware of any additional information that Form 700 would ordinarily require that individual to disclose, he or she must immediately notify the California State Auditor of that information. The Contractor shall make each individual assigned to perform services under this Agreement aware of this Paragraph 17 and shall require each individual designated by the California State Auditor to prepare and submit Form 700.

- (b) This Paragraph 17 shall not be read to express any views or opinions of the State Auditor as to whether any individual providing outreach services under this Agreement is subject to the Political Reform Act of 1974. Any questions about the applicability of that Act to any such individual should be directed to the California Fair Political Practices Commission.

18. WAIVER

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of the State to enforce at any time any of the provisions of this Agreement or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions nor in any way to affect the validity of this Agreement or any part thereof or the right of the State thereafter to enforce each and every such provision.

19. DISPUTES

- (a) Any dispute between the parties arising under or relating to the performance of this Agreement, which is not disposed of by agreement, shall be decided by the California State Auditor and that decision shall be reduced to writing and mailed or otherwise furnished to the Contractor.
- (b) If the Contractor does not agree with the California State Auditor's decision, either party may assert its other rights and remedies within this agreement or within a court of competent jurisdiction.

20. LIMITATION OF LIABILITY

- (a) The State's liability for this Agreement should not exceed the total amount payable under the Agreement.
- (b) In no event will either the Contractor or the State be liable for consequential, incidental, indirect, special or punitive damages, even if notification has been given as to the possibility of such damages.

21. CONTRACTOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY

The Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of the State, employees of the State, persons designated by the State for training, or any other person(s) other than agents or employees of the Contractor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Contractor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Contractor.

22. INDEMNIFICATION

Contractor agrees to indemnify, defend, and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

23. LAW GOVERNING

This Agreement, and any amendments to this Agreement, shall be governed by the laws of the State of California both as to interpretation and performance regardless of the specific location of any performance.

24. AGREEMENT IS COMPLETE

- (a) This Agreement represents the complete and exclusive statement of the agreements between the State and the Contractor with respect to the subject matter of this Agreement, and supersedes all prior agreements, proposals, representations, and other communications, written or oral, between the State and the Contractor regarding this subject matter. The State and the Contractor agree that there are no oral or written covenants, conditions, or agreements with respect to the subject matter of this Agreement except as set forth in this Agreement.
- (b) In the event of a conflict between the provisions of any Rider or other Attachment to this Agreement and the provisions of the General Terms and Conditions of this Agreement, the provisions of these General Terms and Conditions shall govern.

25. CAPTIONS

The paragraph headings appearing in this agreement have been inserted for convenience and for ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the paragraphs to which they pertain.

26. PAYMENTS

The Contractor will submit invoices at least monthly. The billings will include a separate itemized accounting of all charges, including appropriate original receipts for travel expenses and other administrative expenses. Invoices will be submitted in duplicate and sent to:

California State Auditor
Attention: Accounting Office
555 Capitol Mall, Suite 300
Sacramento, CA 95814

27. MATERIALS DELIVERY

All report, materials, and communications, except as provided in Paragraph 26 to this Agreement, are to be delivered to the Project Coordinator:

California State Auditor
Attention: _____
555 Capitol Mall, Suite 300
Sacramento, CA 95814

28. FORCE MAJEURE

Except for defaults of subcontractors, the Contractor and the California State Auditor are not responsible for delays or failures to perform resulting from acts beyond the control of the nonperforming party. Those acts include, but are not limited to, acts of god, strikes, lockouts, riots, acts of war, epidemics, earthquakes, other disasters, governmental statutes or regulations imposed after the fact, and ancillary functions or utilities that are provided by a person or entity not a party to this Agreement. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and the default arises out of causes beyond the control of either the Contractor or the subcontractor, without the fault or negligence of either of them, the Contractor is not liable for damages for that delay or failure, unless the supplies or services to be furnished by the subcontractor were available from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

29. NONDISCRIMINATION

During the performance of this Agreement, Contractor and its subcontractor shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer) age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

30. TIME OF PERFORMANCE

Time is of the essence for purposes of this Agreement including the performance of services under any schedule established under this Agreement.

31. WITHHOLDING ON PAYMENTS TO CALIFORNIA NONRESIDENTS

Payments made to California nonresidents, including corporations, limited liability companies, and partnerships that do not have a permanent place of business in this state are subject to seven percent (7%) state income tax withholding (California Revenue and Taxation Code Section 18662).

Types of income subject to withholding include, but are not limited to, payments for services performed in California and payments of leases, rents and royalties for property (real or personal) located in California. No withholding is required on payments for goods.

The Franchise Tax Board may reduce the withholding if the seven percent (7%) will result in substantial overwithholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information, or to request a waiver or reduced withholding rate, contact:

Nonresident Withholding Waiver Requests
Nonresident Withholding Section MS F-265
Franchise Tax Board
PO Box 651
Sacramento, CA 95812-0651
Telephone: (916) 845-4900; Fax: (916) 845-4831

32. AGENCY LIABILITY

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

33. INSURANCE REQUIREMENTS

- (a) Insurance companies must be acceptable to the State. If self-insured, review of financial information may be required. Coverage for both general negligence and professional liability must be in-force for the complete term of contract. If insurance coverage expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this contract. Insurance policies shall contain a provision that states the coverage will not be cancelled without 30 days prior written notice to the State. The Contractor is responsible for any deductible or self-insured retention contained within the insurance program.
- (b) If the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such even, subject to the provisions of this Contract.
- (c) Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- (d) The Contractor shall maintain general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined.

The policy must include the State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under the contract are concerned. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. Contractor shall provide proof of Professional Errors and Omissions Insurance covering any damages caused by an error, omission or any negligent acts.

NOTE: ADDITIONAL TERMS AND CONDITIONS MAY APPLY DEPENDING ON THE PROPOSAL AND/OR THE PROPOSER.

Attachment C

California State Auditor, Confidentiality/Nondisclosure Agreement

The undersigned acknowledges and agrees, on behalf of ("the Contractor") that any records, documents, or information produced in connection with providing outreach services for the California State Auditor relating to the implementation of the requirements of the Voter's FIRST Act provided pursuant to California State Auditor contract number _____ shall be subject to the terms of this Confidentiality/Nondisclosure Agreement (Agreement). The undersigned acknowledges and agrees to all of the following:

- (a) The records, documents, or information used in support of the outreach plan and any work conducted by the Contractor pursuant to this Agreement are confidential and shall be protected by the Contractor from unauthorized use or disclosure, as described in this Agreement. The Contractor is required by this Agreement to obtain approval of plans and content of messages. Messages used for outreach shall not be publicly released without the prior approval of the California State Auditor. In providing that protection, the Contractor shall comply with this Agreement and any other reasonable procedural requirements of the State that are provided in writing to the Contractor.
- (b) Except as required by law or legal process, the Contractor shall not publicly disclose or release messages to the public without prior approval from the California State Auditor. Permission to disclose any information regarding the outreach plan on one occasion on behalf of the California State Auditor or to give testimony at a public hearing relating to the outreach plan shall not authorize the Contractor to further disclose information on any other occasion on behalf of the California State Auditor.

Company/Firm Name

Print Name

Signature

Date

NOTE: ADDITIONAL TERMS AND CONDITIONS MAY APPLY DEPENDING ON THE PROPOSAL AND/OR THE PROPOSER.

Attachment D

Certification of Special Terms and Conditions

1. **STATEMENT OF COMPLIANCE**: The Contractor's signature affixed hereon and dated shall constitute a certification under the penalty of perjury under the laws of the State of California that the Contractor has, unless exempted, complied with the nondiscrimination program requirements of Government Code, Section 12990 (a-f) and Title 2, California Code of Regulations, Section 8103.
2. **DRUG-FREE WORKPLACE CERTIFICATION**: By signing this contract, the Contractor or grantee hereby certifies under penalty of perjury under the laws of the State of California that the Contractor or grantee will comply with the requirements of the Drug-Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Section 8355(a)(1) of the Government Code.
 - b. Establish a Drug-Free Awareness Program, as required by Section 8355 (a)(2) of the Government Code, to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace;
 - 2) The person's or organization policy of maintaining a drug-free work workplace;
 - 3) Any available counseling, rehabilitation and employee assistance program; and
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide, as required by Section 8355(a)(3) of the Government Code, that every employee who works on the proposed contract:
 - 1) Will receive a copy of the company's drug-free policy statement; and
 - 2) Will agree to abide by the terms of the company's statement as a condition of employment on the contract.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both and the Contractor or grantee may be

ineligible for award or any future state contracts if the California State Auditor determines that any of the following has occurred: (1) the Contractor or grantee has made false certification or (2) violates the certification by failing to carry out the requirements as noted above.

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: By signing hereon the Contractor swears under penalty of perjury that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the federal court which orders the Contractor to comply with an order of the National Labor Relations Board. This provision is required by, and shall be construed in accordance with Public Contract Code, Section 10296.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

1. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement (Labor Code, Section 3700).
2. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA (42 U.S.C. 12101 et seq.).
3. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change, the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
4. CHILD AND FAMILY SUPPORT COMPLIANCE CERTIFICATION: The Contractor acknowledges the policy of the State of California, as set forth in Section 7110 of the California Public Contract Code, to require compliance with state and federal laws relating to child and family support enforcement. By signing this Agreement, the Contractor certifies that, to the best of the Contractor's knowledge, the Contractor is in full compliance with all earnings assignment orders for child support or family support affecting the Contractor's employees.
5. CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA: When agreements are to be performed in the State by corporations, the contracting agencies will verify that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

"Doing Business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are

some statutory exceptions to taxation, rarely will an incorporated contractor performing within the state not be subject to the franchise tax.

Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board of an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal laws relating to air or water pollution.

Company/Firm Name

Print Name

Signature

Date

Attachment E

Small Business and Disabled Veteran Business Enterprise Participation Requirement and Forms

The Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) Certification programs were established to increase business opportunities for the DVBE and SB communities with the State of California; thereby stimulating the State's overall economy. The standard contract language for the SB and DVBE programs can be found on the Internet Web site www.pd.dgs.ca.gov/dvbe.

If your firm is claiming DVBE participation or SB, please submit a copy of the certifications issued by the Office of Small Business Certification and Resources along with the certification below. If your firm is not claiming DVBE participation or SB, you must submit the Good Faith Effort Certification below.

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)		11. Title
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number:		

b. Disabled Veteran Business Enterprise		
Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below:		

NOTE: A copy of your Certification is required to be included if either of the above items is checked " Yes ". Date application was submitted to OSBCR, if an application is pending:		

Attachment F

Required Attachment Checklist

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist (This page of the RFP)
_____ Attachment 2	Proposal/Proposer Certification Sheet (Attachment E)
_____ Attachment 3	Six Copies of Cost Proposal (separate from Proposal and in a sealed envelope)
_____ Attachment 4	Small Business and Disabled Veteran Business Enterprise Participation Requirements and Forms (see Attachment E)
_____ Attachment 5	Contractor Certification Clauses (CCC). The CCC and required Certification can be found on the Internet at www.ols.dgs.ca.gov/Standard+Language .